


ORDERED.

Dated: August 05, 2016


Cynthia C. Jackson
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA, ORLANDO DIVISION

In Re:

Case No. 6:12-bk-03297 CCJ

CAROL ROSEMARIE WILSON,

Debtor

**ORDER GRANTING MOTION FOR APPROVAL OF AMENDED
PERMANENT MORTGAGE MODIFICATION AGREEMENT [DOC. 81]**

THIS CASE was considered on the Debtor's *AMENDED MOTION FOR APPROVAL OF PERMANENT MORTGAGE MODIFICATION AGREEMENT* (Doc. No. 81) (the "Motion). Accordingly; it is **ORDERED**:

1. The Motion (Doc. No. 81) is granted and the Court finds that "[t]he servicing interest in the note and mortgage related to Claim 9-1 was transferred on November 30, 2012, from Residential Credit, Inc., servicing for Wells Fargo Bank, National Association as Trustee for the Certificate holders of Structured Asset Mortgage Investments II Inc. Trust 2007-AR4, Mortgage Pass-Through Certificates, Series 2007-AR-4, to FCI Lender Services, Inc., servicing for ALS VII-RVC, LLC." (Doc. No. 56)

2. The permanent mortgage modification agreement with ALS VII-RVC, LLC, (“Lender”) is approved, and the parties are ordered to comply with the terms of the agreement.

3. The modified principal and interest payment is \$1,243.28. The total monthly payment is \$1,512.71 of which \$1,243.28 is monthly principal and interest and \$269.43 is monthly escrow for insurance and real estate tax escrow/impounds. Payments will be made monthly on the 1st day of each month beginning on June 1st, 2016.

4. As of May 1, 2016 the amount payable under the under the Loan Documents (the “Unpaid Principal Balance”) is \$134,829.46. The Mortgage is given in connection with the refinancing of an obligation, and amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the “Security Instrument”), dated March 1, 2007 and recorded on March 15, 2007 in Official Records Book 9163, at page 4274, of the Public Records of Orange County, Florida and (2) the Note, bearing the same date as, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the “Property”, located at 12815 Oulton Circle, Orlando, FL 32832.

The “New Principal Balance” on the note is \$134,829.46, which shall be amortized as follows:

Years	Fixed Interest Rate`	Monthly Principal and Interest Rate Payment	Estimated Monthly Escrow Payment*	Total Monthly Payment*	Payment Begins On	Number of Remaining Monthly Payments as of 6/1/2016 ***
10	2.32%	\$1,243.28	\$269.43	\$1,512.71	06/01/2016	120

*** There are 120 payments remaining with payments beginning on 06/01/2016. The borrower's final payment (ending 4/30/2026) satisfies the payment requirement. *Taxes and insurance may vary.

5. The “New Principal Balance” and any other amounts still owed according to the terms of the Permanent Mortgage Modification Agreement, shall be due and payable in full by the earlier of: (1) The sale or transfer of any of Debtor’s interest in the property subject to the mortgage; (2) The date Debtor pays the entire “New Principle Balance”, or (3) The “Maturity Date” of May 1, 2026.

6. Borrower must make the monthly payments at FCI Lender Services, Inc. 8180 East Kaiser Blvd., Anaheim Hills, CA 92808 or such other place as Lender may require.

7. Any interested parties may object to this order within fourteen (14) days from the date of service of this order. If an interested party files such an objection within this time period, the Court will schedule the motion for hearing on notice to the Debtor, Debtor's counsel, the Chapter 13 Trustee, and to the objecting party.

8. All other orders that do not conflict with this order remain in full force and effect.

MONICA ROBERTSON-UDOKWU, PLLC, attorney for the Debtor, is directed to serve a copy of this order on interested parties and file a proof of service within 3 days of entry of the order.